

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

October 4, 2002

IN RE:

**DOCKET TO ESTABLISH GENERIC
PERFORMANCE MEASUREMENTS,
BENCHMARKS AND ENFORCEMENT
MECHANISMS FOR BELL SOUTH
TELECOMMUNICATIONS, INC.**

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**DOCKET NO.
01-00193**

**FINAL ORDER ACCEPTING SETTLEMENT AGREEMENT AND ADOPTING
PERFORMANCE MEASUREMENTS, BENCHMARKS
AND ENFORCEMENT MECHANISMS**

This matter came before Chairman Sara Kyle, Director Pat Miller and Director Ron Jones of the Tennessee Regulatory Authority ("Authority" or "TRA"), the voting panel assigned to this docket, during a regularly scheduled Authority Conference that was continued from August 5 to August 7, 2002, for deliberations on the *Motion for Reconsideration* filed by BellSouth Telecommunications, Inc. ("BellSouth") on July 12, 2002 and for consideration of certain terms of the Settlement Agreement entered into by the parties in TRA Docket No. 97-00309, *BellSouth Telecommunications, Inc.'s Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996* ("Docket No. 97-00309" or the "271 docket").

Relevant Procedural History of TRA Docket No. 01-00193

On May 14, 2002, following a lengthy Hearing on the Merits, the Authority issued the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms*. This Order reflected the Directors' unanimous vote to adopt specific

performance measurements, benchmarks and enforcement mechanisms to be implemented through interconnection agreements entered into between BellSouth and competing local exchange carriers (“CLECs”) pursuant to 47 U.S.C. § 252.

BellSouth filed its first *Motion for Reconsideration* on May 29, 2002. Therein, BellSouth argued, *inter alia*, that the Authority lacked jurisdiction to impose enforcement mechanisms and that the method used to adopt the performance measurements violated Tenn. Code Ann. § 8-44-101 *et seq.* (the “Open Meetings Act”). BellSouth also sought alterations in the implementation dates and other aspects of certain performance measurements adopted by the Authority, including the level of disaggregation and the value of delta (δ) in the truncated Z statistical method. In concluding its Motion, BellSouth urged the Authority to reject the entire Tennessee plan, and adopt the performance measurements, benchmarks and enforcement mechanisms adopted by the Georgia Public Service Commission. On June 6, 2002, the CLEC Coalition filed its *Response to BellSouth’s Motion for Reconsideration*.

On June 11, 2002, the Directors voted unanimously to grant BellSouth’s initial *Motion for Reconsideration* and to deliberate on the merits of the Motion at a later date. The Directors then set the matter for further proceedings to consider the issues raised in the Motion.

During a specially scheduled Authority Conference held on June 18, 2002, the Authority deliberated BellSouth’s first *Motion for Reconsideration*. The Directors unanimously rejected BellSouth’s contentions that the Authority lacked jurisdiction to impose enforcement mechanisms and that the Authority violated the Open Meetings Act.¹

¹ See Transcript of June 18, 2002 Authority Conference, pp. 30-34.

A majority of the Directors granted some of BellSouth's requests for alterations to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* and denied others.² On June 28, 2002 the Authority issued its *Amended Final Order Granting Reconsideration and Clarification and Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* reflecting the decision to grant the first *Motion for Reconsideration* and the various rulings on the substantive issues raised therein.

On June 30, 2002, the terms of the former Directors of the Authority, Chairman Sara Kyle, and Directors H. Lynn Greer, Jr. and Melvin J. Malone, expired. Chairman Kyle was reappointed and commenced a new term as a Director of the Authority on July 1, 2002. Pursuant to the requirements of the amended provisions of Tenn. Code Ann. § 65-1-204, a three member voting panel consisting of Chairman Kyle and Directors Pat Miller and Ron Jones was randomly selected and assigned to TRA Docket No. 01-00193.

On July 12, 2002, BellSouth filed a second *Motion for Reconsideration*, seeking

² Chairman Kyle did not vote with the majority. Instead, the Chairman moved to implement BellSouth's Georgia SEEM plan in Tennessee on an interim basis for six (6) months, reasoning as follows:

I do believe that performance measures is a move towards 271. I am ready to take those necessary steps to enact the goal of the general assembly. The FCC has since approved Georgia's 271 application which includes performance measure plans that meet the requirements for ensuring nondiscriminatory access. Such plans can be reviewed when necessary. The FCC has worked hard, and I believe we should take judicial notice of their work, and I also believe that time, money, and efforts by the staff will be reserved for more efficient use and ultimately benefiting the consumer. Therefore, my position and motion is to adopt the Georgia performance plan. We can monitor such plans to see the effect, and should we need to modify or reinstate the Tennessee plan, we can. If the plan is working, we will have benefited all people concerned, especially consumers, and not have created unnecessary measures and will have lost nothing. That is my position for the record.

See Transcript of June 18, 2002 Authority Conference, pp. 34-50. The Motion failed for lack of a second.

review of the *Amended Final Order Granting Reconsideration and Clarification and Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on June 28, 2002. In this Motion, BellSouth reiterated its request that the Authority reject the performance measurements, benchmarks and enforcement mechanisms presently in place in Tennessee and adopt the Georgia SEEM plan in Tennessee.

On July 23, 2002, a majority of the panel voted to grant BellSouth's second *Motion for Reconsideration* and to deliberate on the merits of the Motion at a later date.³ The majority reasoned that the Motion was replete with issues presented in an evidentiary record developed by the previous directors and additional time was needed for a careful review of the record. The majority determined to consider the *Motion for Reconsideration* at the next regularly scheduled Authority Conference.

³ Chairman Kyle did not vote with the majority. Instead, she renewed the motion she made at the June 18th Authority Conference to implement BellSouth's Georgia SEEM plan in Tennessee, stating in pertinent part:

At that time [the June 18th Authority Conference], I moved -- I made such motion and moved it. Now let me tell you what I want to add to that today, July 23rd. I recognize the FCC has spoken. The FCC decides ultimately whether local markets are open and how to ensure they stay open. The FCC has expressly found that the Georgia plan is appropriate. As the FCC stated, quote,

We find that the existing service performance measurement and enforcement mechanisms currently in place for Georgia and Louisiana provide assurance that these local markets will remain open after BellSouth receives Section 271 authorization, unquote.

Now, the Georgia plan serves as a template for the entire region. It can be implemented in Tennessee quickly. Therefore, the Authority -- I move the Authority adopt the Georgia performance measurement and enforcement plan approved by the FCC. I feel Tennessee consumers deserve no less. That will be my motion for this docket item.

The motion failed for lack of a second, *See Transcript of July 23, 2002 Authority Conference*, pp. 29-32

Relevant Procedural History of TRA Docket No. 97-00309

On April 26, 2002 BellSouth submitted its third Section 271 filing to the Authority in TRA Docket No. 97-00309.⁴ On May 8, 2002, Director Melvin Malone, serving as Pre-Hearing Officer, issued a Notice establishing a procedural schedule in TRA Docket No. 97-00309.⁵ The parties proceeded with discovery pursuant to that Notice. On May 23, 2002, Pre-Hearing Officer Malone issued another Notice directing the parties to reserve August 5-9, 2002 for the Hearing in TRA Docket No. 97-00309.

At a regularly scheduled Authority Conference held on July 23, 2002, the panel of Directors presiding over TRA Docket No. 97-00309 voted unanimously to appoint Director Deborah Taylor Tate to act as Pre-Hearing Officer to prepare the docket for a hearing. A Pre-Hearing Conference was held on July 30, 2002. At the suggestion of the Pre-Hearing Officer, the parties initiated settlement negotiations. On July 30, 2002, the Pre-Hearing Officer issued a Notice informing the parties that the Hearing on the merits in TRA Docket No. 97-00309 would commence on August 6, 2002. Just prior to the Hearing, a Pre-Hearing Conference was convened to discuss the progress of the settlement negotiations. At that time, the parties informed the Pre-Hearing Officer that they desired to continue with the negotiations. On August 7, 2002, the parties informed the Pre-Hearing Officer that they had reached a settlement agreement that would resolve the outstanding issues in TRA Docket No. 97-00309.

⁴ See 47 U.S.C. § 271.

⁵ As noted previously, the terms of the former Directors of the Authority, Chairman Sara Kyle, and Directors H. Lynn Greer, Jr. and Melvin J. Malone, expired on June 30, 2002. Chairman Kyle was reappointed and commenced a new term as a Director of the Authority on July 1, 2002. Pursuant to the requirements of the amended provisions of Tenn. Code Ann. § 65-1-204, a three member voting panel consisting of Chairman Kyle and Directors Deborah Taylor Tate and Pat Miller was randomly selected and assigned to TRA Docket No. 97-00309.

August 7, 2002 Authority Conference

During the Authority Conference which was continued from August 5 to August 7, 2002, Pre-Hearing Officer Tate informed the panel in TRA Docket No. 01-00193 that the parties in TRA Docket No. 97-00309 had reached a proposed Settlement Agreement (attached hereto as Exhibit A). The panel assigned to TRA Docket No. 01-00193 heard from the parties that the Settlement Agreement affected three different dockets, including the 271 docket, TRA Docket No. 01-00362⁶ and TRA Docket No 01-00193. The parties also informed the panel that a number of the parties to Docket No. 97-00309 had agreed to the Settlement Agreement, and those parties that did not join in the Settlement Agreement, had either withdrawn from the proceedings or concurred in the parties' agreement to submit the case to the panel on the current record without conducting the previously scheduled hearing.

BellSouth then summarized the Settlement Agreement for the panel as follows. With regard to Docket No. 97-00309, the parties proposed that the record should be closed as of July 31, 2002 and the case be submitted to the Directors for resolution on that record. The parties agreed that no additional testimony, argument, briefs or opposition would be filed in the docket. The parties requested that the TRA publicly deliberate the 271 docket on August 26, 2002.

As to Docket No. 01-00362, the parties agreed that they would ask the TRA to administratively close the docket. In addition, the parties proposed that the closing of the docket would not prevent any party from filing a complaint with the TRA regarding

⁶ *In re Docket to Determine the Compliance of BellSouth Telecommunications, Inc.'s Operations Support Systems with State and Federal Regulations*, TRA Docket No. 01-00362.

BellSouth's Operational Support System ("OSS").⁷ The parties requested that the TRA provide expedited treatment to such complaints. The parties agreed, however, that no such complaints would be filed prior to the entry of an order by the TRA reflecting the TRA's decision in the 271 docket.

With regard to TRA Docket No. 01-00193, the parties requested that the Authority adopt as the Tennessee Performance Assurance Plan the service quality measurements and self-effectuating enforcement mechanisms adopted by the Florida Public Service Commission on February 14, 2002, as they presently exist and are modified in the future. Under the Settlement Agreement, the Florida plan would be effectuated no later than December 1, 2002. The parties agreed not to seek amendments to the plan until December 1, 2003, after which the TRA in its discretion may conduct a review of the plan and the parties are free to recommend modifications. The parties agreed that in the interim prior to December 1, 2002 BellSouth may implement the Georgia Performance Plan and self-effectuating enforcement mechanisms. The parties also proposed that the TRA adopt the Tennessee performance measurements for special access that were included as Attachment B to the *Amended Final Order Granting Reconsideration and Clarification and Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on June 28, 2002 (attached hereto as Exhibit B). The parties agreed that if the Federal Communications Commission ("FCC") implements national standards, no party is estopped from requesting the TRA to supplant the

⁷ "[T]he term OSS refers to the computer systems, databases, and personnel that incumbent carriers rely upon to discharge many internal functions necessary to provide service to their customers." *In the Matter of Performance Measurements and Reporting Requirements for Operations Support Systems, Interconnection, and Operator Services and Directory Assistance*, FCC Docket No. 98-72, CC Docket No. 98-56; 13 FCC Rcd. 12,817 (released April 17, 1998) (*Notice of Proposed Rulemaking*) ¶9.

performance standards in Attachment B with the FCC standards.

The parties also agreed that the competitive local exchange carriers ("CLECs") that are parties to TRA Docket No. 97-00309 may request, via the filing of a complaint, that the TRA open a generic contested proceeding to address the provision of BellSouth's DSL service to CLEC voice customers and related OSS issues. The parties agreed that BellSouth could raise any and all defenses to the CLECs' complaints.⁸ BellSouth agreed not to oppose expedited treatment of such complaints.

Finally, the parties agreed that they would not use the fact that the TRA will not conduct further Hearings in TRA Docket No. 97-00309 as a criticism of the TRA's decision on whether or not to recommend that the FCC approve BellSouth's § 271 application.

After BellSouth finished presenting this summary of the Settlement Agreement, BellSouth, Birch Telecom of the South, Inc., Ernest Communications, Inc., ITC DeltaCom, Inc., MCI WorldCom Communications, Inc., and its subsidiaries, MCImetro Access Services, Inc. and Brooks Fiber Communications of Tennessee, Inc., DIECA d/b/a Covad Communications, Inc. and Time Warner Telecom of the MidSouth, LP orally agreed on the record to the terms of the Settlement Agreement. The Consumer Advocate and Protection Division of the Office of the Attorney General and Reporter stated that while said Division was not a signatory, it is supportive of the Settlement Agreement. On the signature pages of the Settlement Agreement, XO Tennessee, Inc., Intermedia Communications, Inc., Southeastern Communications Carriers Association, ICG Telecom Group, Inc., US LEC of Tennessee, Inc. and American Communications

⁸ DSL is an acronym for digital subscriber line, a developing technology that uses existing copper telephone lines to deliver high-speed information, including audio, video and text.

Services, Inc. indicated that they had withdrawn from this proceeding. AT&T Communications of the South Central States, KMC Telecom III, Inc. and KMC Telecom IV, Inc. signed a separate document stating that they were not parties to the Settlement Agreement, but agree that this matter be submitted to the Authority on the current record without further submissions or hearings.

After considering the parties' statements, the panel in TRA Docket No. 97-00309 unanimously voted to approve the Settlement Agreement on the condition that the panels in TRA Docket No. 01-00362 and TRA Docket No. 01-00193 accepted and approved those portions of the Settlement Agreement affecting those respective dockets. Shortly thereafter, the panel in TRA Docket No. 01-00362 convened and unanimously voted to accept the Settlement Agreement.

The panel in TRA Docket No. 01-00193 also reconvened. After emphasizing the importance of the provisions for an expedited complaint process included in the Settlement Agreement, the panel unanimously voted to accept those portions of the Settlement Agreement affecting TRA Docket No. 01-00193.⁹ The panel then unanimously voted to vacate the *Amended Final Order Granting Reconsideration and Clarification and Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on June 28, 2002 and to dismiss BellSouth's *Motion for Reconsideration* as moot.

⁹ After joining in the vote, Chairman Kyle withdrew her motion to adopt the Georgia performance measurement and enforcement plan approved by the FCC.

IT IS THEREFORE ORDERED THAT:

1. Those portions of the Settlement Agreement in TRA Docket No. 97-00309, attached hereto as Exhibit A, that affect the issues in TRA Docket No. 01-00193 are accepted and approved.

2. The service quality measurement plan and self-effectuating enforcement mechanisms adopted by the Florida Public Service Commission in Docket No. 000121-TP on February 14, 2002, as they exist today and as they may be modified in the future, are hereby adopted, and shall be implemented no later than December 1, 2002 and remain in effect, at a minimum, until December 1, 2003.

3. The Georgia Performance Plan and self-effectuating enforcement mechanisms approved by the FCC in *In the Matter of Joint Application by BellSouth Corporation, BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. for Provision of In-Region, InterLATA Service in Georgia and Louisiana (Memorandum Opinion and Order)* (issued May 15, 2002) shall be implemented temporarily in the interim between the issuance of this Order and December 1, 2002.

4. The Tennessee performance measurements for special access which were included as Attachment B to the *Amended Final Order Granting Reconsideration and Clarification and Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on June 28, 2002, attached hereto as Exhibit B, are hereby adopted and shall be implemented no later than December 1, 2002.

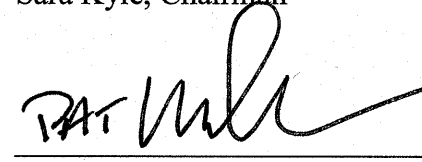
5. The *Amended Final Order Granting Reconsideration and Clarification and Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on June 28, 2002 is hereby vacated.

6. BellSouth's second *Motion for Reconsideration* filed on July 12, 2002 is dismissed as moot.

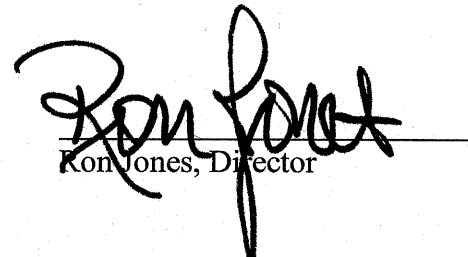
7. Any party aggrieved by this Order may file a Petition for Reconsideration with the Tennessee Regulatory Authority pursuant to Tenn. Comp. R. & Reg 1220-1-2-.20 within fifteen (15) days of the entry of this Order.



Sara Kyle, Chairman



Pat Miller, Director



Ron Jones, Director

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance
(InterLATA) Service in Tennessee Pursuant to Section 271 of
the Telecommunications Act of 1996*

Docket No. 97-00309

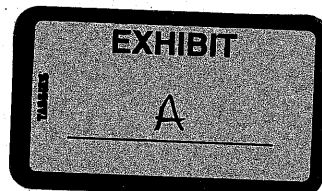
SETTLEMENT AGREEMENT

In Docket No. 97-00309, the undersigned parties and BellSouth agree to the following:

1. The record in Docket No. 97-00309 will be closed as of July 31, 2002. No party will submit any further testimony, documentary evidence, argument, briefs, or opposition in this docket for consideration of the Tennessee Regulatory Authority. All of the parties agree to submit this case to the Directors for consideration and determination on its merits based on the existing record. The parties request that the Authority hold its public deliberations at a

special session on August 26, 2002.

- 34B
WV
H
OP
BLR
- The parties agree that ~~Docket No. 01-00362 shall remain open for issues related to the~~ should be closed but the undersigned parties agree that this will not prevent any party performance of BellSouth's operational support systems. This docket from filing a complaint with the TRA ~~regarding~~ regarding BellSouth's OSS and in such case all parties will urge the TRA U.S.C. 5271(c). No party shall file any complaint in ~~Docket No. 01-00362~~ regarding OSS such to resolve such complain on an expedited basis
2. ~~^~~



decision whether or not to recommend approval of BellSouth's 271 application.

3. In resolution of the contested issues in Docket 01-00193, the parties will request the Authority to adopt as the "Tennessee Performance Assurance Plan" the identical service quality measurement plan and self-effectuating enforcement mechanism adopted by the Florida Public Service Commission in Docket No. 000121-TP on February 14, 2002, as it exists today and as it may be modified in the future, plus the Tennessee Performance Measurements for Special Access contained in the Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms issued in this docket on June 28, 2002, as set forth in exhibit B to that order. If the FCC adopts national special access measurements, the parties reserve the right to argue to the TRA as to whether the FCC measures should supercede the Tennessee Measurements. The parties agree that the "Tennessee Performance Assurance Plan" will become effective no later than December 1, 2002. The parties further agree that until the "Tennessee Performance Assurance Plan" is implemented, BellSouth can use, on an interim basis, the "Georgia Performance Plan" approved by the FCC in BellSouth's Georgia/Louisiana 271 application. The parties agree that the "Tennessee Performance Assurance Plan," as defined above, shall continue until at least December 1, 2003, at

which time the Authority at its discretion may conduct a review of the then-existing plan, accept recommendations from interested parties, and make any appropriate modifications.

4. The CLECs may request that the TRA open a generic contested case proceeding to address expeditiously the issue of BellSouth's provision of DSL service to CLEC voice customers and related OSS issues. BellSouth may raise any and all defenses to such complaint. BellSouth will not oppose expedited treatment of such complaint.
5. This agreement is solely for the purpose of settling this docket in Tennessee. Nothing in this agreement restricts the right of any party to take a contrary position in any other forum. The intervening parties and BellSouth agree that the fact that this case was resolved without further hearings will not be used as a basis for opposing BellSouth's Tennessee 271 application at the FCC or for criticizing the TRA's recommendation of BellSouth's 271 application at the FCC. In the event that the TRA declines to act consistently with any portion of this agreement, then the agreement shall be void and shall in no manner be binding upon any party to this agreement.

BELLSOUTH TELECOMMUNICA-
TIONS, INC.

By: [Signature]

Its: General Counsel - TN

XO TENNESSEE, INC.

By: [Signature]

Its: attly

TIME WARNER TELECOM OF THE
MID-SOUTH, LP; NEW SOUTH
COMMUNICATIONS CORP.

By: [Signature]

Its: Attorney

MCI WORLDCOM, INC.; MCI metro
ACCESS TRANSMISSION SERVICES,
LLC; BROOKS FIBER COMMUNI-
CATIONS OF TENNESSEE, INC.

By: [Signature]

Its: Attorney

INTERMEDIA COMMUNICATIONS,
INC.

By: [Signature]

Its: attly

DIECA d/b/a COVAD COMMUNICA-
TIONS COMPANY

By: WILLIAM H. WEBER

Its: VICE PRESIDENT, EXTERNAL AFFAIRS

ICG TELECOM GROUP, INC.

By: [Signature]

Its: _____

SOUTHEASTERN COMPETITIVE
CARRIERS ASSOCIATION

By: [Signature]

Its: attly

SPRINT COMMUNICATIONS, LP

NOT PRESENT
DURING HEARING
DATES

By: _____

Its: _____

QWEST f/k/a LCI INTERNATIONAL
TELECOM CORP.

By: JUST MONITORING

Its: H. [Signature]

BELLSOUTH LONG DISTANCE, INC.

KMC TELECOM III, INC.;
KMC TELECOM IV, INC.

NOT PARTY TO AGREEMENT;
SEE STATEMENT IN

By: Heath Anthony [Signature]
NOT A PARTY TO AGREEMENT;
SEE STATEMENT IN RECORD & PAGE 7 OF THIS AGREEMENT

Its: General Counsel

By: _____

Its: H. [Signature]

COMMUNICATIONS WORKERS OF
AMERICA

SBC TELECOM

NOT PRESENT DURING
HEARING DATES

By: _____

Its: _____

By: Just monitoring

Its: _____

ASSOCIATION OF COMMUNICA-
TIONS ENTERPRISES

ITC^DELTACOM

NOT PRESENT
DURING
HEARING DATES

By: _____

Its: _____

By: [Signature]

Its: attng

US LEC OF TENNESSEE, INC.

~~Withdrawn~~

By: Thy W. W.
Its: attorney

By: Thy W. W.
Its: attorney

AMERICAN COMMUNICATIONS
SERVICES, INC.

~~Withdrawn~~

By: Thy W. W.
Its: attorney

By: Thy W. W.
Its: attorney

BIRCH TELECOM OF THE SOUTH,
INC.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance
(InterLATA) Service in Tennessee Pursuant to Section 271 of
the Telecommunications Act of 1996*

Docket No. 97-00309

AT&T is not a party to this agreement, but AT&T will agree that this matter
may be submitted to the Authority on the current record without further
submissions or hearings.

AGREED TO:

AT&T COMMUNICATIONS OF THE SOUTH
CENTRAL STATES, LLC; TCG MIDSOUTH,
INC.

By: MA [Signature]

Its: Counsel

KMC TELECOM TAKES THE SAME POSITION AS AT&T.
KMC TELECOM III, INC. +
KMC TELECOM IV, INC.

by: H. [Signature]

ITS COUNSEL

Tennessee Performance Measurements for Special Access

Exhibit B

ACCESS ORDERING

Measurement: ASR Response

Description

The Access Service Request (ASR) response is the BellSouth response to a valid ASR, whether an initial or supplemental ASR, that provides a specific due date via and FOC or an estimated completion date based on an engineering estimate.

Calculation Methodology

ASR Response - Distribution:

(ASR Response Date- ASR Sent Date), for each ASR Response received during the reporting period, distributed by 0 day, 1 day, 2 days, through 10 days and > 10 days.

Business Rules

1. Counts are based on each instance an ASR Response is received from BellSouth. If one or more Supplemental ASRs are issued to correct or change a request, each corresponding response, which is received during the reporting period, is counted and measured.
2. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
3. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided within expected intervals.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs

Level of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

90 Days from final order

ACCESS ORDERING

Measurement: Offered Versus Requested Due Date

Description

The Offered Versus Requested Due Date measure reflects the degree to which BellSouth is committing to install service on the Requested Due Date (RDD), when a date is specifically requested, that is equal to or greater than the BellSouth stated interval.

Calculation Methodology

$$\frac{[\text{Count of circuits where (FOC Due Date = RDD)}]}{[\text{Total number of circuits where (RDD-ASR Sent Date) \Rightarrow BellSouth stated interval}]} * 100$$

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided within expected intervals.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs
- Expedited Orders

Levels of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

90 Days from final order

ACCESS PROVISIONING

Measurement: On Time Performance to FOC Due Date

Description

On Time Performance to FOC Due date measures the percentage of circuits that are completed on the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations, lost access, and no access may result in an installation day. The On Time Performance to FOC Due Date is calculated both with CNR consideration and no access or lost access, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR and lost or no access, and without CNR and lost and no access.

Calculation Methodology

Percent On Time Performance to FOC Due Date- With CNR and Access Consideration:

$$\frac{[(\text{Count of Circuits Completed on or before BellSouth Committed Due Date} + \text{Count of Circuits after FOC Due Date with verifiable CNR code, and No access or Lost Access}) / (\text{Count of Circuits Completed in Reporting Period})] \times 100}{}$$

Percent On Time Performance to FOC Due Date –Without CNR Consideration:

$$\frac{[(\text{Count of Circuits Completed on or before BellSouth Committed Due Date}) / (\text{Count of Circuits Completed in Reporting Period})] \times 100}{}$$

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date received from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed.
3. The BellSouth Completion Date is the date upon which BellSouth completes installation of the circuit.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided on the FOC Due Date.
5. A customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of BellSouth that prevents BellSouth from completing an order, including the following: customer not ready, end user not ready, connecting company is not ready, or third party supplier is not ready. BellSouth must ensure that established procedures are followed to notify customers of a CNR, no access or lost access situation and allow a reasonable period of time for corrective action.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs

Levels of Disaggregation

Special Access

With CNRs/Without CNRs

- DS0
- DS1
- DS3
- OCn

Switched Access

With CNRs/Without CNRs

Implementation Date

90 Days from final order

ACCESS PROVISIONING

Measurement: Days Late

Description

Days late captures the magnitude of the delay, both in average and distribution, for those circuits not completed on the FOC Due Date, and the delay was not a result of a verifiable CNR situation.

Calculation Methodology

Average Days Late:

$$\frac{\sum[\text{Circuit completion date} - \text{BellSouth committed due date (for all circuits completed beyond BellSouth committed due date without CNR code)}]}{(\text{count of circuits completed beyond BellSouth committed due date without CNR code})}$$

Distribution:

ASR Completion Date-BellSouth Committed Due Date (for all ASRs completed beyond BellSouth committed due date without a CNR code) distributed by: 1 day, 2-5 days, 6-10 days, 11-20 days, 21-30 days, 31-40 days and > 40 days.

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date received from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are complete.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided on the FOC Due Date.
5. A customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of BellSouth that prevents BellSouth from completing an order, including the following: customer not ready, end user not ready, connecting company is not ready, or third party supplier is not ready. BellSouth must ensure that established procedures are followed to notify customers of a CNR situation and allow a reasonable period of time for corrective action.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs
- Expedites

Level of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

90 Days from final order

ACCESS PROVISIONING

Measurement: Average Intervals - Requested/Offered/Installation

Description

The intent of this measure is to capture three important aspects of the provisioning process and display them in relation to each other. The Average Requested Interval, the Average BellSouth Offered Interval and the Average Installation Interval provide a comprehensive view of provisioning with the ultimate goal to have these three intervals equal.

Calculation Methodology

Average Requested Interval:

Sum (Requested Due Date-ASR Sent Date)/Total Circuits Completed during reporting period

Average BellSouth Offered Interval:

Sum (FOC Due Date-ASR Sent Date)/Total Circuits Completed during reporting period.

Average Installation Interval:

Sum (BellSouth Completion Date – ASR Sent Date)/Total Circuits Completed during reporting period.

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date received from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided within expected intervals.
5. The Average Installation Interval includes all completions.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs

Levels of Disaggregation

Special Access

- DS0

- DS1
- DS3
- OCn

Switched Access

Implementation Date
90 Days from final order

ACCESS PROVISIONING

Measurement: Past Due Circuits

Description

The Past Due Circuits measure provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received an FOC Due Date but the date has passed. Results are separated into those held for BellSouth reasons and those held for customer reasons (CNRs). A diagnostic measure, Percent Cancellation After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed and is shown as a percentage of total circuits cancelled or completed.

Calculation Methodology

Held Circuits Distribution

Count of all circuits past the FOC Due Date that have not been reported as completed (Calculated as last day of reporting period - FOC Due Date) Distributed by: 1-5 days, 6-10 days, 11-20 days, 21-30 days, 31-40 days, > 40 days.

Percent Cancellations After FOC Due Date:

$$\left[\frac{\text{Count (all circuits cancelled during the reporting period, that were past due at the end of the previous reporting period, where (date cancelled > FOC Due date))}}{\text{(total circuits past due at the end of the previous reporting period)}} \right] \times 100$$

Business Rules

1. Calculation of Held Circuits is based on the most recent ASR and associated FOC Due Date.
2. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is or is not identified as a project varies but should not alter the need to ensure that service is provided on the FOC Due Date.
6. A customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of BellSouth that prevents BellSouth from completing an order, including the following: customer not ready, end user not ready, connecting company is not ready, or third party supplier is not ready. The BellSouth must ensure that established procedures are followed to notify customers of a CNR situation and allow a reasonable period of time for corrective action.
5. Reporting period is defined as calendar month

Exclusions

- Unsolicited FOCs

- Disconnect ASRs
- Record ASRs

Level of Disaggregation

BellSouth Reasons/Customer Reasons including CNRs

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

90 Days from final order

ACCESS PROVISIONING

Measurement: New Installation Trouble Report Rate

Description

New Installation Trouble Report Rate measures the quality of the installation work by capturing the rate of trouble reports on new circuits within 30 calendar days of the installation.

Calculation Methodology

Trouble Report Rate within 30 Calendar Days of Installation:

$$\frac{[\text{Count (trouble report within 30 calendar days of installation)}]}{(\text{total number of circuits installed in the report period})} \times 100$$

Business Rules

1. The Completion Date is the date upon which BellSouth completes installation of the circuit.
2. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.

Exclusions

- Trouble tickets that are canceled at customers request
- Customer, IXC, CPE (customer premise equipment) or end user caused troubles
- BellSouth Trouble reports associated with administrative service
- Tickets used to track referrals of misdirected calls
- Customer request for information tickets

Levels of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

90 Days from final order

ACCESS MAINTENANCE and REPAIR

Measurement: Failure Rate

Description

Failure Rate measures the overall quality of the circuits being provided by BellSouth and is calculated by dividing the number of troubles resolved during the reporting period by the total number of "in service" circuits, at the end of the reporting period.

Calculation Methodology

Failure Rate – Annualized:

$$\{[(\text{Count of trouble reports resolved during the reporting period}) / (\text{number of circuits in service at the end of the report period})] \times 100\}$$

Business Rules

1. A trouble report/ticket is any record (whether paper or electronic) used by BellSouth for the purpose of tracking related action and disposition of a service repair or maintenance situation.
2. A trouble is resolved when BellSouth issues notice to the customer that the circuit has been restored to normal operating parameters.
3. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.
4. Reporting period is defined as calendar month.

Exclusions:

- Trouble tickets that are canceled by Customer request
- Customer, IXC, CPE (customer premise equipment), and end user caused troubles
- BellSouth trouble reports associated with administrative service
- Customer request for informational tickets
- Tickets used to track referrals of misdirected calls

Levels of Disaggregation

Special Access

- Below DS3 (i.e. DS0+DS1)
- DS3 and above

Switched Access

Implementation Date

90 Days from final order

MAINTENANCE AND REPAIR

Measurement: Mean Time to Restore

Description

The Mean Time to Restore interval measures the promptness in restoring circuits to normal operating levels when a problem or trouble is referred to BellSouth. Calculation is the elapsed time from submission of a trouble report to BellSouth to the time BellSouth closes the trouble, less any customer hold time or delayed maintenance time due to valid customer caused delays.

Calculation Methodology

Mean Time to Restore:

$$\sum [(Date \text{ and Time of Trouble Ticket Resolution Closed to customer} - Date \text{ and Time of Trouble Ticket Referred to BellSouth}) - (Customer \text{ Hold Times})] / (\text{count of Trouble Tickets Resolved in Reporting Period})]$$

Business Rules

1. A trouble report or trouble ticket is any record (whether paper or electronic) used by BellSouth for the purposes of tracking related action and disposition of a service repair or maintenance situation.
2. Elapsed time is measured on a 24 –hour, seven-day week basis, without consideration of weekends or holidays.
3. Multiple reports in a given period are included, unless the multiple reports for the same customer is categorized as “subsequent” (an additional report on an already open ticket).
4. “Restore” means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable.
5. A trouble is “resolved” when the BellSouth issues notice to customer that the end users service is restored to normal operating parameters.
6. Customer Hold Time or Delayed Maintenance Time resulting from no access to the end user’s premises or other Customer caused delays, such as holding the ticket open for monitoring, is deducted from the total resolution interval.

Exclusions:

- Trouble tickets that are cancelled at customer request
- Customer, IXC, CPE (customer premise equipment), or end user caused troubles
- BellSouth trouble reports associated with administrative service
- Customer request for informational tickets
- Trouble tickets created for tracking and/or monitoring circuits
- Tickets used to track referrals of misdirected calls

Levels of Disaggregation

Special Access

- Below DS3

- DS3 and above
 - Found ok/Test ok
- Switched Access
- Found ok/Test ok

Implementation Date
90 Days from final order

ACCESS MAINTENANCE and REPAIR

Measurement: Repeat Trouble Report Rate

Description

The repeat trouble ticket report rate measures the percent of maintenance troubles resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report

Calculation Methodology

Repeat Trouble Report Rate:

$$\frac{[(\text{Count of current trouble reports with a previous trouble, reported on the same circuit, in the preceding 30 calendar days})/(\text{number of reports in the report period})]*100}{1}$$

Business Rules

1. A trouble report or trouble ticket is any record (whether paper or electronic) used by BellSouth for the purposes of tracking related action and disposition of a service repair or maintenance situation.
2. A trouble is resolved when BellSouth issues notice to customer that the circuit has been restored to normal operating parameters.
3. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK/CPE/IXC, then the second trouble must be counted as a repeat trouble report if it is resolved to BellSouth reasons.
4. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.

Exclusions

- Trouble tickets that are canceled at customer request
- Customer, IXC, CPE (Customer Premise Equipment), or end user caused troubles
- BellSouth trouble reports associated with administrative service
- Subsequent trouble reports-defined as those cases where a customer called to check on the status of an existing open trouble ticket.

Levels of Disaggregation

Special Access

- Below DS3
- DS3 and above

Switched Access

Implementation Date

90 Days from final order

Glossary

Term	Definition
Access Service Request (ASR)	A customer request to BellSouth to order new service, or request a change to existing service, which provides access to the local exchange company's network, under terms, specified in the local exchange company's special or switched access tariffs
Business Day	Monday thru Friday 8am-5pm central time excluding holidays
Customer Not Ready (CNR)	A condition where BellSouth was unable to complete installation due to the end user, customer, not being ready
Facility Check	A pre-provisioning check performed by BellSouth, in response to an access service request, to determine the availability of facilities and assign the installation date
Firm Order Confirmation (FOC)	The notice returned from BellSouth, in response to an access service request, to determine the availability of facilities and assign the installation date An unsolicited FOC is a supplemental FOC issued by BellSouth to change the due date or for other reasons, although no change to the ASR was requested by customer.
Projects	Service requests that exceed the line size and/or level of complexity, which would allow for the use of standard ordering and provisioning processes.
Repeat Troubles	Trouble that reoccurs on the same telephone number/circuit id within 30calendar days
Supplemental ASR	A revised ASR that is sent to change due dates or alter the original ASR request. A "version" indicator related to the original ASR number tracks each supplemental ASR.

